



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-000712-26

In the matter of: 2, 14 GRACE ST,
SAULT STE MARIE ON P6A 2S6

Between: Ananthacumaran Kanapathippillai Landlord

and

Ronald Robert Tenant

Ananthacumaran Kanapathippillai (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald Robert (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 19, 2026.

The Landlord and his representative, Michal Jeszka, and the Tenant and his representative, Riley Bertin, attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.

N12 Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. It is undisputed that the parties have a month to month tenancy.
4. The lawful monthly rent is \$661.00, due on the 1st day of each month.
5. On December 23, 2025, the Landlord gave the Tenant an N12 notice with the termination date of February 28, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation for his own use.

6. As required by s.48.1 of the *Residential Tenancies Act*, 2006 (the 'Act'), the Landlord paid the Tenant one months' compensation on January 28, 2026.

Good Faith

7. The Landlord stated that he is renting an apartment in Oshawa, Ontario. He testified that he wants to move into the rental unit and he has also signed a declaration dated December 23, 2025, confirming his intention. The Landlord further testified that he purchased the rental property on or about October 2025, the property contains an upper and lower unit and the Tenant lives in the upper unit. The Landlord testified that he intends to occupy the entire house. He stated that the property is small and he requires both upper and lower unit in the event family members visit him.
8. The Landlord testified that he cannot move into the property until repairs are completed. He stated that he requires vacant possession first and then intends to repair the property.
9. Vincent Balasundaram the owner of Eco Harmony Pro Services testified that he is a general contractor and that he inspected the lower unit of the property and discovered water damage, broken pipes, damaged flooring/drywall, and mould. He referred to his estimate dated December 9, 2025 of \$127,831.25. He acknowledged that his estimate is not final and that the cost and scope of the work could change depending on what subcontractors later determine. The estimate provides that the work would take approximately 44 weeks; however, Mr. Balasundaram testified that it could take longer.
10. Mr. Balasundaram also testified the work could not safely be completed while someone was living in the property because of dust, noise, and potential health and safety concerns.
11. The Tenant testified that he has lived in the rental unit for 15 years. He receives ODSP and has several health conditions. While the Tenant still pays for the utilities, he testified that the rental unit has been without gas/heat and running water for an extended period. He uses space heater and pays for water delivery so that he can cook, clean, and flush the toilet. The Tenant referred to an "Order to Remedy Violation" from the City of Sault Ste. Marie dated October 17, 2024, which lists the violations as "broken windows surrounding the front porch of dwelling and no heat to the building. Heat to be restored to the building."
12. The Tenant also referred to the Board order dated June 13, 2025 (LTB-T-105099-24) which requires the Landlord to restore Enbridge services and water. It further provides that utilities remain the Landlord's responsibility and utility "PUC" to be put back into the Landlord's name. As of the hearing date, the Landlord acknowledged that he had not complied with the orders.

Analysis and Findings

13. The N12 notice was served under s.48(1)(a) of the Act which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(a) the landlord

14. It is well settled law that the phrase “in good faith requires possession of the rental unit” contained in s. 48(1) of the *Residential Tenancies Act*, 2006 (the 'Act') means there is a genuine intention on the part of the landlord to move into the rental unit and use it for the purpose of “residential occupation.”
15. As set out in *Feeney v. Noble* (1994), 19, O.R. (3d) (Div. Ct.) and affirmed in subsequent decisions including *Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) and *Fava v. Harrison* 2014 ONSC 3352 (ONSC DC), the question is one of genuine intention. While motives and surrounding circumstances may be considered, the central issue remains whether the stated intention is genuinely held.
16. In this case, I accept that the Landlord intends to reside in the rental property. However, a genuine intention alone is insufficient to meet the requirements of s. 48(1) of the Act. I say this because while the Landlord’s intention may be genuine, the absence of a timeline or a realistic plan which has progressed beyond a preliminary stage suggests to me that the Landlord may well not move into the rental unit within a reasonable amount of time after the Tenant vacates. In my view, the Landlord’s evidence demonstrates that his plan is contingent on multiple uncertain future events, including subcontractors, financing, and City permits.
17. The requirement that a Landlord move into a rental unit within a reasonable amount of time after the Tenant vacates is made clear by s.57(1)(a) of the Act, which permits a Tenant to file a bad faith application against a Landlord if the Landlord failed to occupy the rental unit within a reasonable time after the former Tenant vacated the rental unit. Therefore, I am not satisfied on a balance of probabilities that the Landlord has met the requirements of s. 48(1) of the Act.

Relief from Eviction

18. However, even if I am incorrect in my consideration of s.48(1) of the Act, in these circumstances, I would still deny eviction in accordance with subsection 83(3) of the Act, which states:

“the Board must refuse to grant the application where satisfied that:

(a) the landlord is in serious breach of the landlord’s responsibilities under this Act or of any material covenant in the tenancy agreement;

(b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord’s violation of a law dealing with health, safety, housing or maintenance standards;”

19. In this case, I find that the Landlord is in serious breach of his obligations under the Act. The Tenant is living in a unit without fundamental services (heat and water are vital services). He is relying on space heaters and delivered water. The evidence establishes that the Tenant has been without gas/heat and water for approximately 2 years. At the hearing, the Landlord confirmed that he has made no efforts to comply with the order or restore the vital services.

20. The fact that these problems may have existed before the Landlord purchased the property does not void the Landlord's current obligations. The Landlord has not complied with either the "Order to Remedy Violation" from the City of Sault St. Marie or the Board order dated June 13, 2025 (LTB-T-105099-24).
21. Further, even if I am incorrect in my consideration of s. 83(3) of the Act, I would still deny eviction. In accordance with s. 83(2) of the Act, I must consider all of the disclosed circumstances and determine if it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
22. The Tenant is 55 years old; he has resided at the rental property for 15 years. He is on ODSP, has health issues, and pays very low rent. I accept the Tenant's testimony that he has looked for housing but has been unable to find anything affordable or suitable. Based on the evidence before me, I find it would be unfair to grant eviction.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant is to return to the Landlord any compensation payment provided to him with respect to this application on or before May 31, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.